

ZB# 91-24

Mike Garguilo

56-1-24

Prelim:

July 8, 1991

Tabled for info.
Wed:

- (1) Need info. on easement - when it was established.
- (2) Copy of Deed ✓
- (3) Title Report ✓
- (4) Photographs ✓
- (5) who is previous owner? Ted Ruhl
- (6) Gas line easement.
- (7) Pat - Review background (no variances)

Prelim. - 2nd.

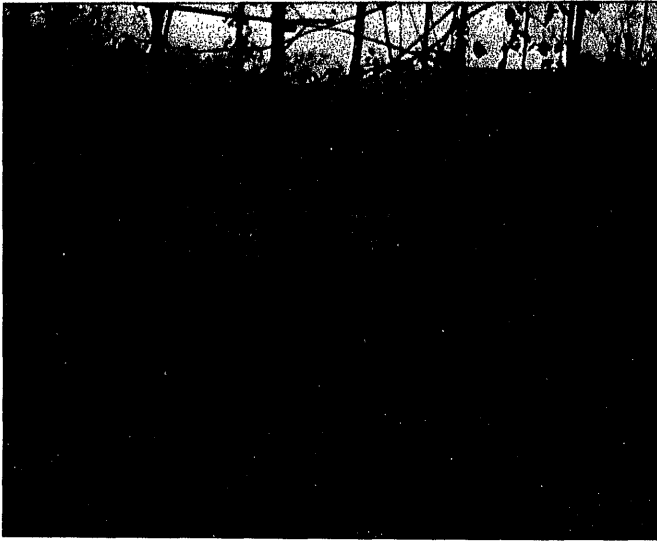
October 28, 1991.

Public Hearing:

Jan. 27, 1992

Denied

addl. chgs.
438.50 due
3/9/92



GARGUILO
TOLEMAN ROAD.
56-1-24



GARGULIO
TOLEMAN ROAD
56-1-24

Gray Line BUSINESS FORM—PRODUCT OF WILSON JONES

RECEIPT

Date July 30 19 97 No. 2617218

Received From Elaine M. Gargiulo

Address _____

Dollars \$ 50.00

For 91-24

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID			CHECK		
BALANCE DUE			MONEY ORDER		

By

Elaine M. Gargiulo (RS)

131

ELAINE M. OR MICHAEL A. GARGUILO

January 7, 1992 63-901978
2631

PAY TO THE ORDER OF Town of New Windsor \$ 250.00

Two-hundred & fifty & ⁰⁰/₁₀₀ DOLLARS

One of the nation's strongest
Coral Gables Federal
HUNT CLUB OFFICE: 590 HUNT CLUB BLVD
APOPKA, FLORIDA 32703

MEMO #91-24

Elaine M. Garguilo

⑆263190197⑆00078⑆06018907⑆0131

132

ELAINE M. OR MICHAEL A. GARGUILO

January 7, 1992 63-901978
2631

PAY TO THE ORDER OF Town of New Windsor \$ 50.00

Fifty & ⁰⁰/₁₀₀ DOLLARS

One of the nation's strongest
Coral Gables Federal
HUNT CLUB OFFICE: 590 HUNT CLUB BLVD
APOPKA, FLORIDA 32703

MEMO #91-24

Elaine M. Garguilo

⑆263190197⑆00078⑆06018907⑆0132

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Garguilo, Elaine & Michael

FILE # 91-24

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 paid
 * * * * * 1/7/92.

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00 paid
 1/7/92

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 7/8/91 - 5 pages \$ 22.50
 2ND PRELIM. MEETING - PER PAGE 10/23/91 - 5 pages \$ 22.50
 3RD PRELIM. MEETING - PER PAGE 1/27/92 - 1 page \$ 58.50
 PUBLIC HEARING - PER PAGE 1/27/92 (13 pages) \$ 58.50
 TOTAL \$ 108.50

ATTORNEY'S FEES:

PRELIM. MEETING- .5 HRS. \$
 2ND PRELIM. 1.1 HRS. \$
 3RD PRELIM. 2.3 HRS. \$
 FORMAL DECISION 2.3 HRS. \$
 TOTAL HRS. 3.9 @ \$ 150.00 PER HR. \$ 585.00
 TOTAL \$ 585.00

MISC. CHARGES:

 TOTAL \$ 688.50

LESS ESCROW DEPOSIT . . . \$ 250.00
 (ADDL. CHARGES DUE) . . . \$ 438.50 due
 REFUND TO APPLICANT DUE . \$

ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

(zba Disk#5-030992.fid)

-----X
In the Matter of the Application of

MICHAEL A. GARGUILO

DECISION DENYING
AREA VARIANCE

#91-24.
-----X

WHEREAS, MICHAEL A. GARGUILO, residing at 3009 Weymouth Court, Apopka, Florida 32703, has made application before the Zoning Board of Appeals for an 11,975 sq. ft. lot area variance in order to conform to the regulations for a building lot located on the east side of Toleman Road in an R-3 zone; and

WHEREAS, a public hearing was held on the 27th day of January, 1992 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant was represented at said public hearing by Robert Hansche of Hansche Realty, who was authorized by the applicant to represent him in connection with this application, and he spoke in support of the application; and

WHEREAS, the public hearing was attended by three (3) spectators who spoke in opposition to the application, to wit, Alix Arnoux and Shirley Arnoux, both residents of an adjacent parcel of land, who objected to the granting of the variance upon the grounds that the parcel in question is too small to be a building lot, that there is water present at the back of the lot which makes the same unsuitable for building, and that if fill were brought in to enable a built-up septic system to pass the required perc test, this would cause drainage from the lot to flow toward their property; and Maria Thomas, a resident of an adjacent parcel across the street, who objected to the granting of the variance upon the grounds that the property is marshy and unsuitable as a building lot; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to lot area in order to conform to the regulations for a building lot, having neither water or sewer, in an R-3 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable lot area would be required in order to allow the subject lot to become a building lot, since the same is undersized, being deficient in

lot area, and which otherwise would conform to the bulk regulations in the R-3 zone.

4. The evidence presented by the applicant included a number of prior deeds for the property. However, it was unclear from the evidence presented by the applicant at what point in time the subject parcel was created out of a larger parcel or parcels.

5. In the absence of any clear proof that the subject parcel, pre-existed the adoption of zoning by the Town of New Windsor, it is the finding of this Board that the said parcel is not a pre-existing, non-conforming undersized lot of record. Consequently, this Board must view the subject parcel as one which was created as an undersized, non-buildable lot subsequent to the adoption of zoning in the Town of New Windsor.

6. The evidence presented by the applicant indicated that the applicants purchased the subject lot in 1986. The applicable zoning has remained unchanged for many years. Consequently, it is the finding of this Board that the subject lot was an undersized, non-buildable lot, at the time the applicant acquired the same in 1986, just as it is at the time of the instant application.

7. At a preliminary hearing on this application, the applicant's representative was requested to inquire of neighboring property owners if they would be willing to sell the applicant enough additional land in order to obviate the necessity for an area variance, and to return to the public hearing with this information. At the public hearing the applicant did not present such information since the applicant's representative, Mr. Hansche, apparently was directed by the applicant not to contact any adjacent property owners since he did not want to invest any additional money in the subject property.

8. It was not the intention of the Zoning Board of Appeals to require the applicant to enter into negotiations for the purchase of additional land from any adjacent property owner. The intention of the Zoning Board of Appeals in requesting that the applicant obtain this information was simply for the purpose of determining whether the applicant had an alternative remedy which would permit him to create a buildable lot without the necessity of obtaining an area variance. If an adjacent owner had been willing to sell the applicant sufficient additional land in order to expand the lot size to the minimum area required for a buildable lot, the cost of such land to the applicant might have been a factor in determining significant economic injury from the application of the bulk requirement to the applicant's lot.

9. Since the applicant declined to contact adjacent property owners regarding the possibility of purchasing additional land, it is the finding of this Board that the applicant has failed to present one relevant item of evidence, to wit, whether an alternative method of producing the result sought

by the applicant was available to the applicant, other than the variance procedure. The failure of the applicant to produce evidence requested by this Board is not viewed as determinative, but is considered by this Board as a relevant factor upon this area variance application.

10. The evidence presented by the applicant indicated that the value of the subject lot, without an area variance, was \$12,000, which was amended and reduced at the public hearing to \$9,000. The evidence presented by the applicant further indicated that the value of the subject lot, with an area variance, if the same were granted by this Board, was \$27,000, which was amended and reduced at the public hearing to \$25,000.

11. The evidence presented by the applicant at the public hearing indicated that the applicant purchased the subject lot in 1986 for the sum of \$22,900.

12. Since the lot area has remained the same from 1986 to the date of the public hearing, and since the applicable zoning has not changed during that same time frame, it appeared from the evidence presented by the applicant that the subject lot had fallen in value from \$22,900 in 1986 to its present value, without a variance, of \$9,000. Upon questioning Mr. Hansche, the evidence presented on behalf of the applicant indicated that the diminution in value from 1986 to the present was the result solely of market conditions, it was not a result of the applicable zoning, which remained unchanged during this time period.

13. It is the finding of this Board that the applicant has failed to show significant economic injury from the application of the Zoning Local Law to his land. When the cost of the parcel in 1986 is compared with its value as zoned at the present time, it appears that the applicant simply overpaid for subject lot. It does not appear that the diminution in value was the result of the applicable zoning, which remained unchanged during this entire time period. The evidence presented by the applicant's agent, Mr. Hansche, is unequivocal, the diminution in value from 1986 to the present was solely as a result of the market conditions. Given this evidence presented by the applicant, this Board cannot find that the applicant has made a showing of significant economic injury from the application of the Zoning Local Law to his land.

14. In addition, it is the finding of this Board that the hardship the applicant now finds himself facing is self-created. The applicant bought a substandard, non-buildable lot in 1986. The zoning was the same in 1986 as it is at the present time. The lot remains substandard and non-buildable at the present time. The applicant now seeks a variance from this Board in order to build upon this substandard, non-buildable lot. However, the applicant has failed to investigate the possibility of acquiring additional land in order to enlarge the lot to the minimum buildable lot size and the applicant has failed to show significant economic injury from the application of the Zoning Local Law to his land. Although self-created hardship is not

determinative on the applicant's request for an area variance is a factor which this Board has considered.

15. It is the finding of this Board that if the applicant has suffered any economic injury with respect to the subject it exists by virtue of the applicant's own decision to purchase this lot for a substantial sum of money in 1986 without investigating whether the same was of sufficient lot area to buildable, and by the subsequent adverse changes in real estate market conditions. Since the applicable minimum lot area has remained unchanged in the Zoning Local Law since before the applicant purchased this lot, it is the finding of this Board that no significant economic injury resulted from the application of the Zoning Local Law to the applicant's land.

16. The requested variance is substantial in relation to bulk regulations.

17. The requested variance will result in substantial detriment to adjoining properties and will change the character of the neighborhood.

18. The requested variance will produce an effect on population density and governmental facilities.

19. There may be another feasible method available to the applicant which can produce the necessary results other than variance procedure but the applicant has failed to investigate this alternative remedy in order to determine if, in fact, it is available to him.

20. The interests of justice are served by denying the requested variance.

21. The applicant has failed to make a showing of practical difficulty entitling him to the granting of the requested area variance.

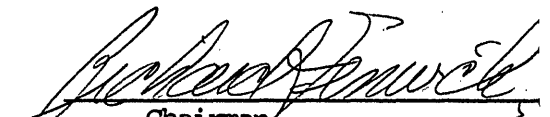
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of Windsor deny a 11,975 sq. ft. lot area variance in order to conform to the regulations for a building lot, in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: March 9, 1992.


Chairman

January 27, 1992

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PUBLIC HEARING: GARGUILO, MICHAEL

MR. FENWICK: This is a request for 11,975 square foot lot area variance in order to conform to the regulations for a building lot located on the east side of Toleman Road in an R-3 zone.

Mr. Robert Hansche came before the Board representing this proposal.

MR. HANSCH: I'm Bob Hansche representing Mr. Garguilo in this request. Pat has a letter, here's a copy of it requesting that I represent them.

MR. FENWICK: We have that letter in the minutes or in the record rather. Tell us what you want to do and why you want to do it.

MR. HANSCH: Well, the Garguilo's were going to, they bought the lot in 1986 cause they were going to build then they were looking at Long Island for a possible residence. They have since moved to Florida, the State of Florida. Since they are out of the State, they wanted to sell the lot, if they can sell it as a building lot because if they sell it the way it is, it would be very difficult to sell and it would be a hardship because the price that they would get would be a lot less and that is on the application. I estimated some amounts that they could sell it for as it is right now and what they could possibly get for it as a building lot if we get this variance. So, they would like to apply the money and get some of the money back out of this lot and apply it to where they need money in Florida with their new home.

MR. FENWICK: Any other maps besides that one?

MR. NUGENT: How many feet do we have?

MR. BABCOCK: We have 31,586 square feet that's what it is. The requirements are 43,560 because there's no central water or sewer in that area.

MR. FENWICK: It's an odd shaped lot.

MR. TORLEY: Leftover piece from the railroad.

MR. FENWICK: We asked you to check on this right-of-way across here.

MR. HANSCHKE: Yes, and we found that there was no, nothing on there.

MR. TORLEY: I believe we also asked you to explore the possibility of acquiring additional lands so this would meet the requirements.

MR. HANSCHKE: Yes. Before we go on, there's one variance, you know, a regular power company variance there.

MR. LUCIA: Easement I think you mean.

MR. HANSCHKE: Easement but there was no variance on the driveway. Okay, I didn't want to give you any wrong information.

MR. TORLEY: Was the easement area subtracted from the lot size?

MR. LUCIA: This came up at the last meeting. Virtually every piece of property is subject to public utility easements and they are indefinite widths, you're going to find some at 10 feet, some are 20 feet, some are 30 feet wide and you never know unless you get physical copies of the easements. We never ever have subtracted pole line easements simply because they do not deprive the owner of much use except for cultivating around the poles or something to that affect. That has never been an issue.

MR. FENWICK: Mike, do you know if in 1986 this was a legal lot?

MR. BABCOCK: It's in an R-3 zone and without water and sewer, you need one acre lot and it's always been that way for as long as I can remember.

MR. FENWICK: So, the applicant has bought an undersized lot even at the time it was an illegal lot.

MR. BABCOCK: Right.

MR. HANSCHKE: To answer your question about available land, when I asked the owner of the property about

that, his answer was well, I have already invested so much in this piece of property and what I'm trying to do is I have got a hardship, I want to be able to sell it without any further investment. He feels like he doesn't have money to put in other land.

MR. LUCIA: I don't think the Board was asking you to go out and make an offer. All the Board was asking you to do is contact the neighboring owners and see if they'd sell any land.

MR. TORLEY: That's the easiest answer to an undersized lot, to get a little more land so it is a legal lot. Mike, you think was probably not a legal building lot when it was purchased?

MR. BABCOCK: No, the requirement has always been one acre.

MR. TORLEY: Ask our attorney if that constitutes a self-created hardship.

MR. LUCIA: It may. Mr. Hansche, I think in your application you indicated the estimated value of the lot without a variance was \$12,000.

MR. HANSCHKE: I think I would revise that because recently I spoke to a realtor in the Town of Cornwall who sold a buildable lot with water and sewer for \$7500 so I don't think this was -- it was Ashcroft Realty that sold that, Amber Ashcroft told me that recently.

MR. NUGENT: Undersized lot?

MR. HANSCHKE: It's a small lot, sewer and water and it's buildable, it's a building lot. There's a building permit on it for \$7500. And I have recently since then, this was about our last meeting and then in talking with a couple other realtors about another listing that I'm trying to sell a piece of land, an acre in the Town of Montgomery which is zoned an acre in that area, and the amount of money that especially builders are offering on these lots is very low now and it's because that if they put a modular house they are trying to keep it under \$100,000 for some of these first time buyers and they can't pay these prices for these lots. And, now I'm realizing this figure, this lowest figure that I put on it as a price may even have

January 27, 1992

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to be adjusted downward.

MR. LUCIA: What price would you put on it then as without a variance.

MR. HANSCHKE: Well, let me take another look at what I have on that. You have it right in front of you?

MR. NUGENT: Right here.

MR. HANSCHKE: I have \$12,000. I think we might have even have to change that to \$9,000.

MR. LUCIA: Would you also change the estimated value of the lot with a variance if it ever becomes a building lot?

MR. HANSCHKE: I haven't but the seller has to agree to the selling price.

MR. LUCIA: We aren't negotiating, it's your value as an expert.

MR. HANSCHKE: Yes, I would also reduce this by the same amount.

MR. LUCIA: So, now \$25,000?

MR. HANSCHKE: Yes, I would change that to \$25,000.

MR. LUCIA: Do you know what Garguilo paid for the lot back in 1986?

MR. HANSCHKE: If there's someone here that can convert taxes, land tax stamps because right here I have a copy of his --

MR. LUCIA: Mr. Hansche, if I can help you I'm looking at the title policy that was dated September 2nd, 1986, the amount of the insurance is \$22,900.

MR. HANSCHKE: I would guess that that is what he paid for it.

MR. LUCIA: Okay, to come back to the reason I asked all these questions is because he probably does have a self-created hardship. If he paid 22,900 and Mr. Hansche is now saying that the value without a variance

which is exactly the same lot that he bought in 1986 is now 9,000, I'm not sure that there is any hardship there. The value has gone down but not due to what he did. The other thing since this is an area variance, self-created hardship is a factor but not a determining factor. Even if you feel that some hardship does exist there.

MR. FENWICK: Any other questions from Members of the Board?

MR. NUGENT: The only question I had was in reviewing that drawing that was sent around, I don't know where it is now but there is a driveway that goes across that piece of property that goes to another piece of property.

MR. FENWICK: We asked him to check it out at the last meeting and it doesn't show up. I think we are going to find out real quick. Any other questions from the Members of the Board? At this time, I'll open it up to the public. Give your name and your address.

ALEX ARNOUX: I live on the property next to this. Like I heard you say, for him to sell the property got to be one acre he said.

MR. FENWICK: Yes.

MR. ARNOUX: And it's less than an acre because there is no septic or water so I think it would be a problem.

MR. FENWICK: Now, do you know about this driveway?

MR. ARNOUX: Yes, because, yeah.

MR. FENWICK: It's your driveway?

MR. ARNOUX: AT&T uses that.

MR. LUCIA: This is not your driveway?

MR. ARNOUX: AT&T uses that.

MR. BABCOCK: This one here?

MR. LUCIA: Where do they go?

MR. ARNOUX: They go to the back, AT&T line.

MR. FENWICK: So, that is not your driveway?

MR. ARNOUX: No, it's not.

MR. FENWICK: Where do you live in reference to this piece of property?

MR. ARNOUX: I live on the same, next to it.

MR. TORLEY: On the opposite side of the overpass on the west side of Toleman?

MR. ARNOUX: Yes.

MR. LUCIA: Does this AT&T driveway also go over your land?

MR. ARNOUX: Yes.

MRS. SHIRLEY ARNOUX: AT&T there's a pole going all the way in back of the property.

MR. FENWICK: How big is your lot? Do you know how many acres your lot is?

MR. ARNOUX: Fourteen and a half.

MR. KONKOL: So, this lot is in front of your property on the road?

MR. ARNOUX: No, on this side.

MR. LUCIA: The applicant is looking at an area variance. I think you realize he does not have enough property regarding the lot, he's asking this Board to approve that deficiency. The purpose of the public hearing is to hear your opinion. Are you opposed to what he's asking for?

MR. ARNOUX: Like I said, if it's less than an acre, it's a problem.

MR. LUCIA: It's a problem, that's why he's here, but what he's asking this Board to do is say that is okay even though you don't have enough acreage we'll still let you build on it. Are you against this Board doing

that?

MR. ARNOUX: I first would like to know what type of house.

MR. LUCIA: We do not know that at this time. He's just coming in for an area variance on the lot saying my lot is too small, I'd like you to let me have that as a building lot, that's what he'd have if we granted an area variance. You have a right to speak against that if you're opposed to it. If you're not, we'd like you to say that too.

MR. KONKOL: Is the land wet or anything like that?

MR. ARNOUX: There's water in the back.

MR. KONKOL: Like this piece up here?

MR. ARNOUX: No, I never go there.

MARIA THOMAS: I live across the street. I walk on the property every day cause I have a dog, okay, and the property is like marsh, it's very lumpy, if you walk on it.

MR. BABCOCK: Before they'd be able to get a building permit, they'd have to do a septic and perc test to insure that they'd get an ample system on the lot so that would be taken up once they applied for a permit. This gentleman doesn't really want to apply for a permit. He just wants to make it a buildable lot.

MRS. THOMAS: Since he purchased it since 1984, did he ever consider building something there before he decided to buy the lot?

MR. HANSCH: Yes. Matter of fact, he had a site preparation done by an engineer and also we had, he ordered a perc test. It did not pass the perc but the engineer that did it was Hildreth & Grevas and it was, it was Bill Hildreth, Bill Hildreth recommended he wrote a letter to this owner, he recommends putting in fill to bring it up to certain level and he specifies what level it has to be at. In the area and the type of fill before it's brought in, he wants the opportunity to look at this fill, make sure it's suitable to septic tank area, the part that goes over

the septic tank area and he specified that the perimeter part of the fill would have some clay in it, he wanted to, you know, he wanted to make that certain. A letter that he wrote to make sure that now this work and this money would have to be spent on this lot, I know before the town would permit the building to go up.

MR. BABCOCK: That's a practice that they do, Mr. Chairman.

MR. HANSCHKE: That's what he said, he felt the engineer felt would be done in the Town of New Windsor in order to build on that lot.

MR. KONKOL: If they filled the lot in, would that water drain toward your property?

MR. ARNOUX: Yes.

MR. HANSCHKE: There's a stream at the back of the triangular lot. It goes right under this rear property. As matter of fact, crosses the corner of this parcel that we're talking about and goes under the railroad culvert, goes under the railroad right there and there's a stream there.

MRS. THOMAS: Since it's so close, I mean it's really close to the train tracks. People who previously owned the house that was next to train tracks, she was saying that the noise even a train cracked her basement. What would that do for being even closer to the train tracks, what would happen to the house there?

MR. BABCOCK: Operating railroad there's no requirement how far you have to be away. If it was a nonoperating railroad, you'd have to be away from it.

MR. FENWICK: They are looking to sell the property.

MR. BABCOCK: It's the law, I'm just quoting what the law says. They can build the house right to the property line.

MR. HANSCHKE: As a realtor listing, I intend to list the lot for this owner and try to sell it for him and I would certainly advise the buyer that there is railroad there and tell them that there's commuter railroad

there.

MRS. ARNOUX: I'm wondering what you're going to put on it, if you're going to put a trailer.

MR. BABCOCK: They can't put a mobile home.

MR. FENWICK: Right now they can't and that is their problem.

MRS. ARNOUX: This is what we're really worried about.

MR. FENWICK: Who did he buy it from, a developer?

MRS. BARNHART: Ted Buhl.

MRS. ARNOUX: This man can sell anything.

MR. LUCIA: Just to come back to the original question, are you opposed to this Board granting the variance? Do you not want the Board to grant the area variance the applicant is looking for?

MRS. ARNOUX: At this point, we are opposed.

MRS. THOMAS: Opposed, yes.

MR. LUCIA: Thank you. With respect to the values as Mr. Hansche amended, I spoke to self-created hardship and I'm not sure that entirely covers it. Since this is proof of practical difficulty requires that the applicant show significant economic injury. Since the value of the property obviously is going down by market conditions and he paid substantially more than Mr. Hansche now says the property is now worth, that probably is relevant to significant economic injury and whether there is any injury at all here. Is the diminution of value that you're saying that occurred from 1986 to today in any way a result of the zoning? Or is it a result of market conditions?

MR. HANSCHKE: I feel that it market conditions. I don't think the zoning has changed.

MR. LUCIA: I don't think it has either.

MR. BABCOCK: No.

MR. FENWICK: I don't understand why somebody would pay almost \$23,000 for a nonbuildable lot before.

MR. HANSCHKE: In '86, people were groping all over looking for building lots and I had a buyer for that for \$40,000 as a contingency on the sale of their home in Monroe. They had to get a certain amount of money for their home in Monroe and in order to buy and they couldn't get that amount of money for their home.

MR. BABCOCK: I'm aware of several lots on Beattie Road one acre lots that sold for \$75,000.

MR. TANNER: But they were one acre lots.

MR. BABCOCK: Yes.

MR. FENWICK: We have a --

MR. TANNER: This is a nonbuildable lot.

MR. FENWICK: Nonbuildable lot, you said you knew somebody that was going to pay \$40,000 for an illegal lot.

MR. HANSCHKE: Yes.

MR. TORLEY: But that is, this person, your clients, purchased a lot that was not buildable. I don't see what their claim is now that you have to let them build on it. It was never a buildable lot.

MR. FENWICK: Dan's favorite thing is buyer beware.

MR. TORLEY: This is a classic self-created hardship by a substandard lot and he's saying gee, I spent money on it and now let me build on it.

MR. KONKOL: On this property here, the adjoining property, could he buy 11,000 square feet from one of the neighbors?

MR. HANSCHKE: Well, this is one of the neighbors right here.

MR. TORLEY: We don't want to conduct negotiations now.

MR. KONKOL: If that is the case, he can invest in some

additional acreage if he can buy it at the price and make it a buildable lot.

MR. ARNOUX: The way the lot is situated here's the lot, you'd have to go over the AT&T to have any land so it's a no win situation.

MR. BABCOCK: He doesn't need the land to be usable, he just needs it to count the size.

MR. THOMAS: I would start with AT&T because it's there.

MR. BABCOCK: If he goes back to the Planning Board for a lot line change, he's then going to have to deduct the stream from the, everything, it's really going to open up a can of worms on this because a new created lot the definition must subtract any land that is underwater, any easements.

MR. KONKOL: If he buys that and makes arrangements, he'd have to buy some more land, it's not impossible, you could salvage the lot then you can build on it providing Health Department goes along with it.

MR. FENWICK: I'm going to close the meeting to the public and open it back up to the Members of the Board. Any other questions from Members of the Board?

MR. KONKOL: As I said before, Dick, I figure this man come in and he bought the lot, he knows what he was doing then and if he didn't know, his attorney should have known. He had to use an attorney to close the thing and it's up to him to get himself out of it.

MR. TANNER: Seems to me that as Danny said, he should have come to us and see if he can build on it or get a variance before he even purchased it. To purchase it and then come look for a variance and claim hardship, I don't think he has much to stand on.

MR. NUGENT: The other thing with the economic hardship is not based on the land itself, it's based more so on the market of today not if he hangs onto this for another three or four years, it may turn around in another cycle and it would be worth what he paid for it again.

MR. TORLEY: He can find some other fool to buy a nonbuildable lot.

MR. HANSCHKE: Wouldn't he have to have realized any sale of the land would he have to have an acre then or I don't --

MR. LUCIA: He's always going to face the same issue but the proof of significant economic injury requires certain factors to be established between this Board and the market has not shifted in his favor. I think what the Board is saying, if he waits long enough and the market shifts back the other way, maybe he can come in with some numbers to establish significant economic injury from what you have presented with the market value going down, it would be very difficult for him given today's market to establish any significant economic injury by virtue of the zoning. Now, the injury if it exists is by virtue of the market. This Board has no concern with the market. The market is something this Board reacts to in terms of proof of significant economic injury. But, unless the zoning played some part of that, it's not really an area that the Board can grant relief on. And in this case, it appears the zoning was the same in 1986 as it is today.

MR. HANSCHKE: His hardship is he needs the money that is in the lot to use on the new home in Florida. I don't know what he's doing whether he's taking a mortgage or how he's arranged or if he's renting instead of buying but he told me he needs the money out of this lot. His hardship, he needs the money that is tied up in the lot in order to proceed with his move to Florida.

MR. LUCIA: I think the Board understand that but any application to a Zoning Board of Appeals has to be based solely on the property. The personal circumstances of the owner are in no way relevant to this Board's consideration.

MR. HANSCHKE: We are talking strictly land value.

MR. LUCIA: Hardship since this is an area variance has no part. This is practical difficulty. It has to do with the land, not the owner's circumstances.

MR. FENWICK: Any other comments from the Members of

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises MRS MRS MICHAEL GARGULLO
Address 620 - 78th STREET Phone 718-620-3466
Name of Architect BROOKLYN, N.Y. 11209
Address Phone
Name of Contractor
Address Phone
State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER
If applicant is a corporation, signature of duly authorized officer.

.....
(Name and title of corporate officer)

1. On what street is property located? On the E side of TOLEMAN RD
and 45 feet from the intersection of SOUTH OF ERIE RAILROAD
(N.S.E. or W.)
2. Zone or use district in which premises are situated Is property a flood zone? Yes..... No X
3. Tax Map description of property: Section 56 Block 1 Lot 24
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy N/A b. Intended use and occupancy NEW HOME
Addition Alteration Repair



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(914) 563-4630

Date: March 11, 1992
FAX: 914-563-4693

RE: ZONING BOARD OF APPEALS - APPLICATION # 91-24

Dear ZBA Applicant:

After computation of the consulting fees that were posted with your application before the Zoning Board of Appeals, the Board found that there are additional fees due and owing in the amount of \$438.50. (A copy of the computation list is attached).

In order to obtain a copy of your formal decision, this amount will have to be paid immediately.

Please forward a check in the above amount and I will be happy to furnish an executed copy of the formal decision.

Very truly yours,

PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

/pab

Attachment

(ZBA DISK#7-031292.FEE)

1/27/92. Public Hearing: Garguilo, Michael

Name:

Address:

~~Oppose~~

MARIA THOMAS

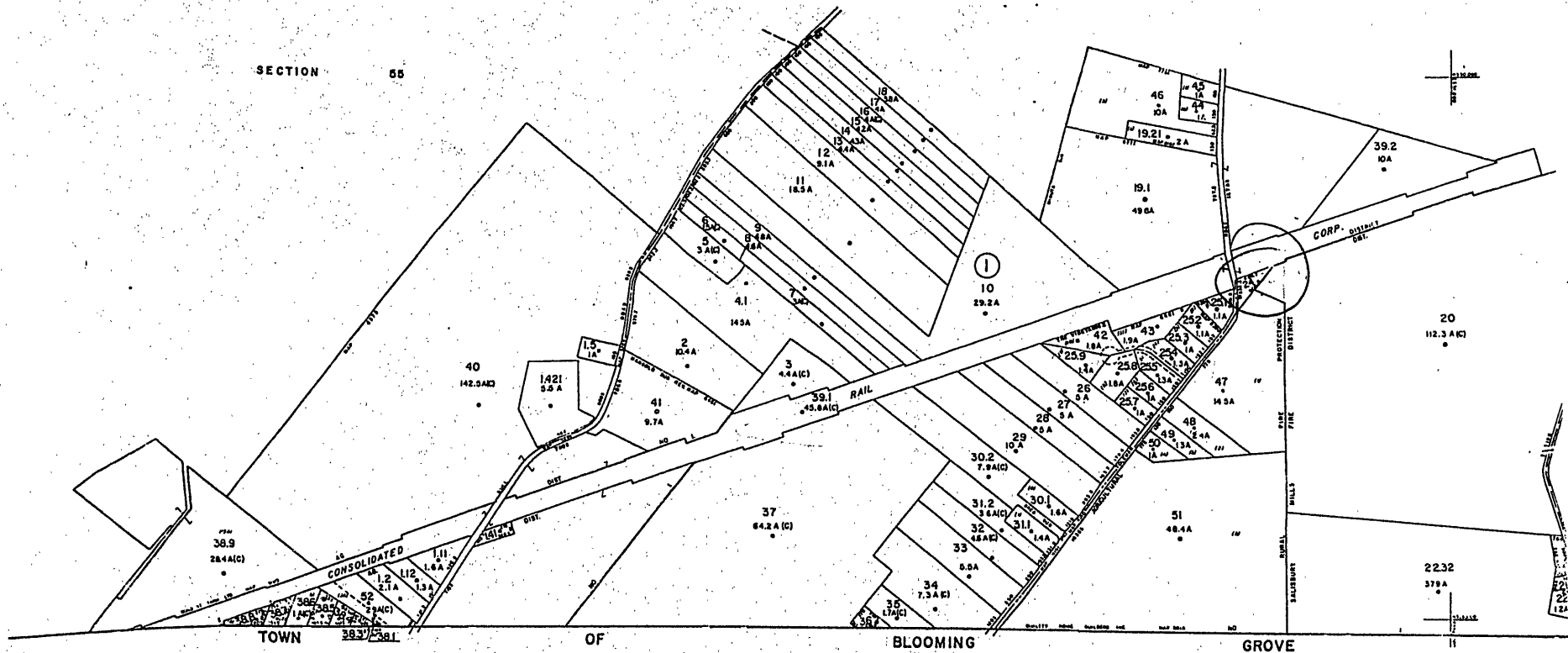
2 VINEYARD LANE

oppose.

Alex & Shirley ARNOUX 128 Tokman RD

SECTION 52

SECTION 55



56-1-24
C/P Tolman & D

990

AERO SERVICE
CORPORATION
FOR TAX PURPOSES ONLY

LEGEND			
STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE	SECTION LINE	TAX MAP PARCEL NO.	FILED PLAN PARCEL NO.
BLOCK & SECTION LINE	WATER LINE	AREA	STATE DEPARTMENT
SPECIAL DISTRICT LINE	STATION	STATIONS	STATIONS
PROPERTY LINE			

ORANGE COUNTY-NEW YORK

Photo No. 8-900,322-338
Date of Photo 3-1-63
Date of Map 9-24-67
Date of Revision 3-1-68

ALL WASHINGTONVILLE SCHOOL DIST.

TOWN OF NEW

56

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

91-24

Date: 12/20/91

I. ✓ Applicant Information:

(407) 869-4093

(a) SARGUILLO, M+E, 3009 WEYMOUTH CT, APOPKA, FLA, 32703
(Name, address and phone of Applicant) (Owner)

(b) _____
(Name, address and phone of purchaser or lessee)

(c) _____
(Name, address and phone of attorney)

(d) _____
(Name, address and phone of broker)

II. Application type:

☐ Use Variance

☐ Sign Variance

☒ Area Variance

☐ Interpretation

III. ✓ Property Information:

(a) R-3 TOLEMAN ROAD 56-1-24 0.72 AC
(Zone) (Address) (S B L) (Lot size)

(b) What other zones lie within 500 ft.? N/A

(c) Is a pending sale or lease subject to ZBA approval of this application? YES

(d) When was property purchased by present owner? 8-29-86

(e) Has property been subdivided previously? YES When? 1965

(f) Has property been subject of variance or special permit previously? No When? _____

(g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No

(h) Is there any outside storage at the property now or is any proposed? Describe in detail: No

IV. Use Variance: N/A

(a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

- (b) ^{N/A} The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. ☒ Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of USE/BULK Regs., Col. C.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>43,560 sq. ft.</u>	<u>34,585 sq. ft.</u>	<u>11,975 sq. ft.</u>
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

- (b) ☒ The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

ESTIMATED VALUE:

<u>WITHOUT VARIANCE</u>	<u>\$12,000 (AS IS)</u>
<u>WITH VARIANCE</u>	<u>\$28,000 (BUILDING LOT STATUS)</u>

VI. Sign Variance: N/A

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			

Total _____ sq. ft. _____ sq. ft. _____ sq. ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation: *N/A*

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

VIII. ✓ Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

IX. ✓ Attachments required:

- ✓ Copy of letter of referral from Bldg./Zoning Inspector.
- ✓ Copy of tax map showing adjacent properties.
- ✓ Copy of contract of sale, lease or franchise agreement.
- ✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- N/A* Copy(ies) of sign(s) with dimensions.
- ✓ Check in the amount of \$ 250.00 payable to TOWN OF NEW WINDSOR. *\$ 50.00*
- ✓ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date DEC. 30, 1991

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Michael D. Chiquito
(Applicant)

Sworn to before me this
day of December, 1991.



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 28, 1995
BONDED THRU GENERAL INS. UND.

XI. ZBA Action:

- (a) Public Hearing date _____.
- (b) Variance is _____.
- Special Permit is _____.
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(10)

December 17, 1991

Elaine M. & Michael A. Garguilo
3009 Weymouth Court
Apopka, FL 32703

Attn: Bob Hansche

Re: Tax Map Parcel #56-1-24 (Owners: Elaine M. & Michael A. Garguilo)

Dear Mr. & Mrs. Garguilo:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$25.00, which you have already paid as your deposit fee.

Sincerely,

LESLIE COOK
Sole Assessor

LC/po
Attachment

cc: [REDACTED]

AHFS Realty Corp. X
PO Box 169
White Lake, NY 12786

Rakowiecki, Joseph E. X
Station Rd.
Salisbury Mills, NY 12577

O'Leary, Dennis M. & Jacqueline M. X
137 Toleman Rd.
Washingtonville, NY 10992

Grosso, Andrew J. & Suzanne E. X
Toleman Rd.
Washingtonville, NY 10992

Sissman, James S. X
& Scott, Toni G.
Toleman Rd.
Washingtonville, NY 10992

Thomas, Bruce P. & Maria Custardoy Thomas X
& Jean G. Thomas
2 Toleman Rd.
Washingtonville, NY 10992

Consolidated Rail Corp. X
6 Penn Station Plaza
Philadelphia, PA 19103

Safder, Akhtar H. X
& Baby Varghese
& Abraham Thomas
564 Quail Valley
Princeton, WV 24740

Flanagan, Kevin J. & Mary Lou X
Vineyard Lane
Washingtonville, NY 10992

Arnoux, Alix & Shirley X
Toleman Rd.
Washingtonville, NY 10992

Rec'd. ZBA
1/24/92 (PAB)

Michael & Elaine Garguilo
3009 Weymouth Court
Apopica, Fla. 32703

January 15, 1992

To Whom it May Concern;

We have designated Bob Hansche to represent us at the
Town of New Windsor Zoning Board of Appeals hearing on
January 27.

Very truly yours,

Michael Garguilo

Elaine Garguilo

Michael A. Garguilo
Elaine Garguilo

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----x
In the Matter of Application for Variance of

Michael A. & Elaine Garguilo,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

91-24-----x

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On January 15, 1992, I compared the 10 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
15th day of January, 1992.

Cheryl L. Canfield
Notary Public

CHERYL L. CANFIELD
Notary Public, State of New York
Qualified in Orange County
4381264
Commission Expires December 23, 1992

(TA DOCDISK#7-030586.AOS)

*Pls. publish immediately. Send bill to: Michael A. Garguilo
3009 Weymouth Court
Apopka, FL 32703.*

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 24

Request of Michael & Elaine Garguilo

for a VARIANCE of

the regulations of the Zoning Local Law to permit the creation of a building lot with insufficient lot area.

being a VARIANCE of

Section 48-12 Table of use/Bulk Regulations Col. C.

for property situated as follows:

East side of Toleman Road, New Windsor, N.Y.

Known and designated as Tax Lot Section 56,

Block 1, Lot 24.

SAID HEARING will take place on the 27th day of

Jan., 1992, at the New Windsor Town Hall,

555 Union Avenue, New Windsor, N. Y. beginning at

2:30 o'clock P. M.

Richard Fenwick
Chairman

By: Patricia A. Barnhart, Secy.

(VINYARDS II)
MAP NO. 6481

TOLEMAN
N2°28'40"W 86.63'

N8°40'20"W

SHALE DRIVE
36°47'45"W

N70°31'10"E

145.60'

10' min

20'

35'±

20'

93'±
AREA
31,585 ± S.F.
0.73 ± ACRES
(VACANT AT TIME OF SURVEY)

75'±

20'

20'

40' House

45'
(MIN)

28'

20' (MIN)
MEANDERS

STONE DRIVE
WALL

Proposed
Well

15'

15'

ALONG LINE

6" perf. PVC underdrain, 6' Dr...
(10' stone filter)
REMAINS WIRE FENCE

SAN.
SYSTEM
AREA

EDGE OF WATERCOURSE
STREAM

406.81'

285.72'

N/F
ROBERTS

Sketch for Fill
GARQUILLO PROPERTY
TOWN OF NEW WINDSOR

8 MAY '91

GA

POLICY OF TITLE INSURANCE



Issued by

TITLE NO. RD-33-15478
POLICY NO. - 373710

american title insurance company
northeast region

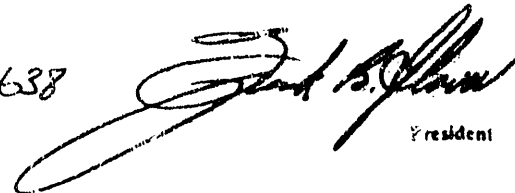
Mr. Michael Garguilo
620 78th Street
Brooklyn, New York 10029

American Title Insurance Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise:

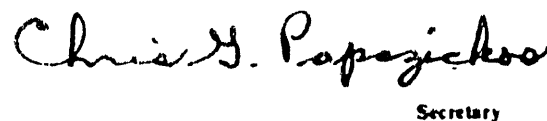
In Witness Whereof, American Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

american title insurance company

HARDENBURGH ABSTRACT
ORANGE COUNTY
12 SCOTCHTOWN AVE P.O. BOX 638
GOSHEN, N.Y.
914-294-6909
294-5085


President

WITNESSES:


Secretary



POLICY OF TITLE INSURANCE



american title insurance company
northeast region

EXECUTIVE OFFICES

**675 THIRD AVENUE, NEW YORK, N.Y. 10017
(212) 687-5400**

**50 EAST OLD COUNTRY ROAD, MINEOLA, N.Y. 11501
(516) 746-4800 • (718) 526-0700**

**130 OSBORNE AVENUE, RIVERHEAD, N.Y. 11901
(516) 727-5500**

**245 MAMARONECK AVENUE, WHITE PLAINS, N.Y. 10605
(914) 946-1600 • (914) 666-3399 • (212) 295-8920**

**11 NORTH PEARL STREET, ALBANY, N.Y. 12207
(518) 434-1104**

**20 SO. MAIN STREET, NEW CITY, N.Y. 10956
(914) 634-3636**

**Licensed in 45 States, the District of
Columbia, Puerto Rico, The Virgin
Islands and the Netherlands Antilles**

CONDITIONS OF THIS POLICY

1. DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the insured.

(b) Wherever the term "this company" is used in this policy it means American Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court or competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

2. DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

3. CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises or subject to a prior lien or incumbrance not excepted in this policy or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice, or (2) for liability

voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

4. NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

5. PAYMENT OF LOSS

(a) This company will pay in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy, or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy, or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after such notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this Company under this policy shall reduce the amount hereof *pro tanto*, except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or encumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

6. CO-INSURANCE

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvements exceed twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B, and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into

separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses (a) of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgage.

(d) If at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

7. ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

8. SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The

rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

9. MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured to material inquiries before the issuance of this policy, shall void this policy.

10. NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

11. POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

12. VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances except real estate taxes, assessments, water charges and sewer rents.

SCHEDULE A

Date of Policy 9/2/86

Amount of Insurance \$ 22,900.00

TITLE NO RD-33-15478
POLICY NO 373710

Name of Insured

MICHAEL GARGUILO and ELAINE GARGUILO

The estate or interest insured by this policy is fee simple

vested in the insured by means of Deed dated 8/29/86 made by Ted Buhl
to Michael Garguilo and Elaine Garguilo and recorded in
the Orange County Clerk's Office on 9/2/86 in Liber 2567
page 45.

The premises in which the insured has the estate or interest covered by this policy

See attached.

Countersigned and Validated

BY

AUTHORIZED REPRESENTATIVE
JAMES V. RINALDI

SCHEDULE "A"

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, and more accurately bounded and described as follows:

BEGINNING at the intersection of the southerly line of the Erie Railroad with the easterly line of Toleman Road; thence from said point of beginning and along the line of the Erie Railroad property line, North $70^{\circ} 31' 10''$ East 285.72 feet to a point, said point being in the line of lands now or formerly of Andrew G. Roberts; thence along the stonewall marking the line of lands of Andrew G. Roberts, South $37^{\circ} 27' 10''$ West 406.81 feet to a point in the easterly line of Toleman Road; thence along the easterly line of Toleman Road, said line being approximately 25 feet as measured at right angles from the centerline of said road, on the next two courses; North $00^{\circ} 00' 50''$ West 83.76 feet to an angle point; and North $8^{\circ} 40' 20''$ West 145.60 feet to the point of beginning.

SCHEDULE B

TITLE NO. RD-33-15478
373710

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. Subject to Mortgage dated 8/29/86 made by Michael Garguilo and Elaine Garguilo to Ted Buhl, securing \$10,000.00 and recorded in the Orange County Clerk's Office on 9/2/86 in Liber 2371 page 129.
8. Grant in Liber 856 page 304.
9. Subject to any state of facts an accurate survey or inspection would disclose.
10. Subject to 1986/87 School Tax.
11. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from and premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith except as may be shown herein.
12. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, which do not appear of record.
13. The exact acreage of the premises herein will not be insured.
14. Riparian rights, if any, in favor of the premises herein are not insured.
15. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
16. No personal inspection of the premises has been made. Policy will except "Any state of fact which a personal inspection of the premises herein described would disclose."

OCTOBER 25, 1951

MARGUITO, MICHAEL

MR. TOWNICK: This is a request for 11,975 square foot lot area variance to establish a buildable lot on east side of Poleman Road in an R-3 zone.

Mr. Robert Hansche of Hansche Realty came before the Board representing this proposal.

I attended the July 8th or 9th meeting and at that meeting, I was asked to furnish certain information. I mailed in except one item and hand delivered the other one. What the Board asked for at the time was a copy of the deed, which I sent; a copy of the title policy, which I sent; photographs, I went out and took a couple and sent those in. The Board wanted to know the date that it was submitted originally and I found out the railroad had sold approximately four acres off and then that person subdivided it because it looks like, because the road cut across it leaving this .72 acres on the east side of the road. And I furnished that.

MR. TANNER: What was the date?

MR. HANSCHKE: Date that it was subdivided? Do you have that packet?

MR. LUCIA: It actually is not clear what Mr. Hansche is mentioning. There was a 1937 deed to Meore or 4.97 acres. The next deed is 1965 to someone named McDonough of two parcels, one a 0.71 acre parcel that I assume is the one we are considering and 14.7 acre parcel on the other side of the road so obviously some more land got added in there from some different change of title that I couldn't determine from what you provided to me.

MR. HANSCHKE: Wasn't that the deed that showed some other parcels in other areas too? Looks like they had a closing and several deeds in the package.

MR. LUCIA: I didn't get all those, I just got the one deed so I can't tell you when it was subdivided but by 1965 --

MR. HANSCHKE: There was a date that the first time tracing the records the first time that I saw the .72

acres appear on the deed and then the other question was about a gas line and driveway easement because the map shows a driveway going across the corner and also a Member of the Board was trying to recall whether he remembered a gas line easement there. What I found when I first, the first time when I sent this in, I referred you to schedule B of the title policy which said, you know, about would have mentioned any easements. However, Dan Lucia asked me to furnish in Liber 856, Page 304, there was something about an easement and that's what I hand delivered tonight because I didn't include it in the other package deed.

MR. LUCIA: That's just a 10 foot public utility easement that's not a problem.

MR. HANSCHKE: That's what that other thing was, that was mentioned in the title policy.

MR. TORLEY: Has that 10 foot been taken off the area?

MR. LUCIA: Almost all properties are subject to public utility line easements and I don't think we have ever removed that lot area simply because the typical public utility line easement is a 10, some are 20, some are 30 but it's from where the line is located. Usually, we do not subtract that area.

MR. FINNEGAN: Is this an area where there are overhead lines?

MR. HANSCHKE: Yes, they are overhead.

MR. TORLEY: Now, does that lot meet the famous or infamous 4826E nonconforming residential lot?

MR. BABCOCK: Doesn't have water or sewer.

MR. FENWICK: There are other residents adjoining this property now?

MR. HANSCHKE: Not residences, no, the railroad is on one side and where this driveway goes along the other cooridor is a large parcel, it's the back of a farm, the farm address is on the next road to the east. On the town map, that shows pretty good chance of --

MR. NUGENT: The applicant anticipates building on this

lot for themselves?

MR. HANSCHER: They bought it with the intention of building. They live in Brooklyn. They were going to live on it for themselves. Then they decided on Long Island instead but the last time I talked to him, he's relocating in the State of Florida. He's leaving November 17th to relocate in the State of Florida so when he abandoned that idea of building on it himself, it's when he put it on the market.

MR. LUCIA: As we discussed at the last meeting, the approximate layout that you have submitted indicates only the need for the area variance, not for front, side, rear yard whatever if that location should change because of topo or whatever, you may wind up coming back. If you have to locate too close to the front, side, rear lines so at this point, all we're asking is the area variance. Also, if the Board should grant you an area variance, it's good for one year so unless construction is started within that year, the variance is gone.

MR. TORLEY: Anything in the code regarding how close the residence can be to an active railroad track?

MR. NUGENT: It could be right up against it.

MR. BABCOCK: There's no required setbacks.

MR. TORLEY: It's abandoned.

MR. FENWICK: Right where I live there is houses next door to the railroad tracks.

MR. TORLEY: Can I ask if you're going to have to show practical difficulty? Can you address when you come back to the public hearing why you can't acquire land on the other lots to meet the zoning, if you can pick up the extra quarter of an acre.

MR. HANSCHER: Well, in other words, looking at this --

MR. TORLEY: You don't have to say it now, if we set you up for the public hearing, I'd like to have some indication why you can't acquire such property there to make the lot conform.

03-15-1991
MR. HANSCH: Well, for instance by contacting the owner.

MR. TORLEY: Either of the adjacent property owners.

MR. HANSCH: I'm willing to do that.

MR. TANNER: We had a question on that too last time. The amendment of that driveway.

MR. LUCIA: Apparently, nothing shows up of record and the amendment to the town law is that we just have to deduct easement areas. There's no recorded easements so we can't define anything that needs to be subtracted.

MR. TANNER: Does that person have access if say this lot was sold, they shutdown that other person has access to the highway?

MR. LUCIA: They may or may not, depending upon the time it's been there and whether or not there's a claim to continue the rights. They may actually have rights even though they are not of record.

MR. TORLEY: That's the person you should talk to about the extra piece of land.

MR. HANSCH: That driveway, there's a telephone pole immediately after where that cuts across so I don't know if the photograph showed that. It's only the width of the driveway and maybe the end of it. It's as big as the corner of this desk probably and it cuts right across like a 30 degree angle.

MR. FENWICK: The rate we're going with fees, you may want to think about buying the extra quarter of an acre, it may be cheaper. Anyway, any other questions from the Members of the Board. Anything else we need?

MR. LUCIA: Being if the Board sets you up for a public hearing, when you come back, the legal standard which you have to establish in order to prove your entitled to an area variance is something called practical difficulty. When you come back, you should speak to significant economic injury. How it is you suffer economic injury from the application of the ordinance to your land. Certainly, you can bring in the cost of

October 28, 1991

the parcel compared to its value as zoned. If it's not a building lot. So, essentially, that's the dollar and cents type argument you need to make before the Board. I would also layout the history of the title which apparently was a subdivision before the town had a zoning ordinance and was an undersized lot ever since the town has adopted zoning. That's the issue you need to speak to when you come back for your public hearing. I think everything else you submitted. We have photos we have the deed and we have the title policy so the documentation is all settled. Anything else the Board members would like to see?

MR. FENWICK: Motion to set him up for a public hearing?

MR. NUGENT: I'll make that motion.

MR. TANNER: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Finnegan	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Fenwick	Aye

MR. FENWICK: If you were listening, the application fee is now \$150, I'm sorry, \$50 and the attorney's fees and recording secretary's fees.

MR. LUCIA: Fifty plus deposit, \$250 against consultant fees, other costs, total of \$300.

MR. HANSCH: So, we should have a check?

MR. LUCIA: Probably two checks because they are different accounts, one for \$50 and one for \$250, to the Town of New Windsor.

031101-1000

PUBLIC HEARING: SNIDER, ALFRED

MR. FENWICK: This is a public hearing continued pending input from the Orange County Planning and Development.

Mr. Alfred Snider came before the Board representing this proposal.

MR. FENWICK: We were waiting for input on the, from the Orange County Planning and Development comments and I'd like to read who wrote it but I can't read his name. The comment is there's no significant intercommunity or countywide concerns to bring to your attention. I trust there's no one here at this time in reference to Mr. Snider's application? Okay, at this time, I'll close the public hearing and open it back up to the Members of the Board. Anything else? Does everybody recall this?

MR. NUGENT: Nine (9) foot side yard, that's what I'm reading in the minutes of the meeting? I wasn't here.

MR. BABCOCK: Yes.

MR. FENWICK: I'll ask for a motion to grant the variance.

MR. FINNEGAN: I'll make that motion.

MR. TORLEY: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Finnegan	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Fenwick	Aye

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

PRELIMINARY HEARING: GARGUILO, MICHAEL

MR. FENWICK: This is a request for 11,975 square foot lot area variance for a building lot located on east side of Toleman Road in an R-3 zone.

Mr. Robert Hansche came before the Board representing this proposal.

MR. FENWICK: Go ahead and explain.

MR. HANSCHKE: All right, the Garguilo's bought this lot September 2nd, 1986 and didn't apply for a building permit on it. They were going to build on it and changed their minds and they are going to go out to Long Island instead so now he has it listed with me for sale. Make it marketable, he applied for a building permit and told me on the phone that it didn't comply because of the area of the lot, the size of the lot and I came, he asked me if I'd come in here. He'll come up for a final meeting but he asked me if I'd come up to see what information is needed. By the way, he hired these engineers, Grevas & Hildreth and I talked to William Hildreth today to see what was current on it before coming out. The last thing Hildreth did on the 14th of March, he wrote a letter to the Garguilo's recommending some fill with some fill recommendations on the lot but Hildreth asked me today to find out if there are any other variances needed, besides the area variance.

MR. LUCIA: I think that's really going to depend where the structure is located. It's difficult to speak hypothetically but if you find, due to the well and septic locations, you'd have to skew the house location somewhat from what's been pictured on the proposals and submittals, you may wind up with other area variances.

MR. FENWICK: Just what I'm seeing here, doesn't appear to be a problem there at all. The house that they are proposing or the house that they are showing is 20 foot on the side, 45 into the, on the front. The other side is extensive.

7-8-91

MR. NUGENT: They have no sewer and water?

MR. FENWICK: Yes, one acre, 43,000.

MR. HANSCHKE: What it is is .72.

MR. FENWICK: Do you know how long this subdivision has been in effect, that created this lot?

MR. HANSCHKE: Actually, this lot is next to the railroad on Toleman Road. It's a triangular shaped lot, 232 foot frontage on Toleman Road, 285 foot frontage along the railroad property and then another person's driveway 406 foot maximum. It's a triangle with no other land available around it and this is a sketch. I have, I believe a copy of the town map here.

MR. FENWICK: They can go right up to the railroad property.

MR. LUCIA: One thing you might want to have Grevas & Hildreth check, since the neighbor's driveway apparently cuts across this land, if there is an easement for it.

MR. HANSCHKE: Excuse me, the neighbor's driveway is adjacent to the land.

MR. LUCIA: The sketch in the file shows it's going over this part.

MR. TANNER: Shows it's going right across the corner down here.

MR. HANSCHKE: I don't think that driveway has to be exactly, cause I have parked here, it's like a little parking area here. I have parked here to put up my sign and this driveway, it appears that it could come right out like this. Not knowing they were going across this corner. I think that this party owns so much land here that --

MR. TANNER: There's a horse farm back there?

MR. HANSCHKE: I don't know exactly what it is but it's

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a pretty big parcel. It would be 112 acres. The guy has plenty of room to, you know, just --

MR. LUCIA: Regardless of whether he has plenty of room, if he has an easement, that if there's an easement for the driveway to be maintained in that location, you may have to subtract that easement area from your gross land area which would mean you'd have to apply for a larger variance than what you're showing on the papers. So you'd be submitting, I'd have Grevas & Hildreth check it out, see if there's an easement, compute on the area and subtract it.

MR. TORLEY: I'd like to know when that piece of land was cut out.

MR. NUGENT: You'd have to bring a deed in.

MR. HANSCHKE: Well, it was owned by somebody by the name of Bullas (Phonetic), I have a copy of the deed and Bullas, if I have a copy of the deed in here, that should tell me when he bought it, shouldn't it?

MR. LUCIA: You may have to have Grevas & Hildreth just run back a little title search to see when this piece was cut out so if you would come in with that information, when you come back, I'd appreciate it.

MR. FENWICK: Do you know if the present owners did buy this from Bullas?

MR. HANSCHKE: I think, I'm going by memory, I think the previous owner was named Bullas.

MR. TORLEY: That's a bad corner there. You go around the corner and there's a one lane bridge. The easement we're talking about is the little dirt trail that cuts off just before the bridge.

MR. HANSCHKE: If you were going towards Washingtonville --

MR. TORLEY: Just before you get to the railroad bridge there.

MR. HANSCHKE: On the right side just before the railroad bridge, it's like a dirt road that's what we are

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referring to as the next guy's driveway. That runs adjacent to the long side of this triangular piece of property that we're talking about.

MR. TORLEY: Do you have a copy of that one?

MR. TANNER: Is there a gas line that runs through this property? Do you know?

MR. HANSCH: I haven't seen any easement. Now, here's a site plan the Grevas did on it in '86.

MR. TORLEY: I think it's further.

MR. HANSCH: This is a site plan that Grevas did in '86.

MR. TANNER: There's one out there someplace.

MR. HANSCH: So that's what he needs, to check for easements at the driveway area and find out how long ago the parcel was subdivided away from some other parcel.

MR. LUCIA: Right, right if the Board sets you up for a public hearing, I'd like to see a copy of the deed to the property and a copy of the title policy, please.

MR. FENWICK: How long has this present owner owned the property?

MR. HANSCH: Since September of '86, September 2nd, 1986.

MR. LUCIA: Also if you can add to the list, we'd like some photographs to the property please.

MR. FENWICK: Were you able to determine from who they bought the property from?

MR. HANSCH: I didn't determine that just now because I thought I had maybe I saw that on, it might even be written in this site plan someplace or I may have had a copy of the deed which I don't have here or I saw it in the engineer's file. I saw it somewhere, the name Bullas and I remembered it.

MR. FENWICK: That's something I would like to know.

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MR. LUCIA: One of the Board members is concerned that there maybe a gas line easement on the property. While Grevas & Hildreth is checking on it, have them verify if there's a gas line easement.

MR. FENWICK: Anyway to find out if this property has been before us before?

MRS. BARNHART: Sure.

MR. FENWICK: Would you please look into that?

MR. HANSCHKE: Well, we'll have all this information with us at the next session.

MR. LUCIA: I think the feeling of the Board is because your answers are somewhat indefinite, not due to lack of preparation on your part, I think they'd like to see you come in for another preliminary meeting so when you have this information, you and/or Grevas & Hildreth can come in and at that point, they might entertain a motion to set you up for a public hearing. They'd like a little better handle on what the history of the parcel is.

MR. HANSCHKE: Gather this information.

MR. LUCIA: Whenever it is available, call Pat and she'll set you up for a preliminary meeting.

MR. FENWICK: I asked Pat to look in and see if this piece of property has been before us at another time.

MR. LUCIA: I think a motion to table would be in order.

MR. NUGENT: I'll make it.

MR. TANNER: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Konkol	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Fenwick	Aye

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

Phelan's
July 8, 1991

DATE: _____

APPLICANT: MICHAEL GARGUILO (718) 680-3466,
620. 78TH ST.
BROOKLYN NY 11209

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED June 1991
FOR (BUILDING PERMIT) New ONE FAMILY HOME
LOCATED AT EAST SIDE TOLEMAN RD
ZONE R-3

DESCRIPTION OF EXISTING SITE: SEC: 56 BLOCK: 1 LOT: 24
VACANT LAND

IS DISAPPROVED ON THE FOLLOWING GROUNDS: proposed BLD LOT
IS 31,585^{SF} Need 43,560^{SF} TO meet
min LOT AREA

Bob Hansche -
Realtor - (914)-564-2748.

Grant Lin
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-3</u> USE <u>C</u>		
MIN. LOT AREA <u>43,560</u>	<u>31,585^{SF}</u>	<u>11,975^{SF}</u>
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD.		
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		

620. 18" ST.
BROOKLYN NY 11209

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED June 1991
FOR (BUILDING PERMIT) New ONE Family Home
LOCATED AT EAST SIDE TOLEMAN RD

ZONE

R-3

DESCRIPTION OF EXISTING SITE: SEC: 56 BLOCK: 1 LOT: 24
VACANT LAND

IS DISAPPROVED ON THE FOLLOWING GROUNDS: proposed BLD LOT
IS 31,585 SF. Need 43,560 SF TO meet
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Bob Hansche -
Realtor - (914)-564-2748.

Frank Lin
BUILDING INSPECTOR

REQUIREMENTS		PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE	<u>R-3</u> USE <u>C</u>		
MIN. LOT AREA	<u>43,560</u>	<u>31,585 SF</u>	<u>11,975 SF</u>
MIN. LOT WIDTH			
REQ'D FRONT YD			
REQ'D SIDE YD.			
REQ'D TOTAL SIDE YD.			
REQ'D REAR YD.			
REQ'D FRONTAGE			
MAX. BLDG. HT.			
FLOOR AREA RATIO			
MIN. LIVABLE AREA			
DEV. COVERAGE			

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
(914-565-8550) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

CC: Z.B.A., APPLICANT, B.P. FILE

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises MRS MRS MICHAEL GARGUILLO
Address 620 - 78th STREET Phone 718-680-3466
Name of Architect BROOKLYN, N.Y. 11209
Address Phone
Name of Contractor
Address Phone
State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER
If applicant is a corporation, signature of duly authorized officer.

.....
(Name and title of corporate officer)

1. On what street is property located? On the E side of TOLEMAN RD
and 45 feet from the intersection of SOUTH OF ERIE RAILROAD
(N.S.E. or W.)
2. Zone or use district in which premises are situated Is property a flood zone? Yes.....No X
3. Tax Map description of property: Section 56, Block 1, Lot 24
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
N/A NEW HOME

APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
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Name of Owner of Premises MRS MICHAEL GARGUILLO
Address 670 - 78th STREET Phone 718-690-3466
Name of Architect BROOKLYN, N.Y. 11209
Address _____ Phone _____
Name of Contractor _____
Address _____ Phone _____
State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the E side of TOLEMAN RD
(N.S.E. or W.)
and 45 feet from the intersection of SOUTH OF ERIE RAILROAD
2. Zone or use district in which premises are situated _____ Is property a flood zone? Yes _____ No X
3. Tax Map description of property: Section 56 Block 1 Lot 24
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy N/A b. Intended use and occupancy NEW HOME
5. Nature of work (check which applicable): New Building X Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other _____
6. Size of lot: Front Rear _____ Depth 406' Front Yard 232'20" Rear Yard 285'72" Side Yard _____
Is this a corner lot? NO
7. Dimensions of entire new construction: Front 28' Rear 28' Depth 40' Height 16' Number of stories 1
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms 3 Baths 1 1/2 Toilets 2
Heating Plant: Gas _____ Oil X Electric/Hot Air _____ Hot Water _____
If Garage, number of cars N/A
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use N/A
10. Estimated cost \$90,000 ABOUT Fee _____ (to be paid on this application)
11. School District WASHINGTONVILLE S/D

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —
Planning Board.....
Highway.....
Sewer
Water
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.. MAY - 31 .. 19.. 91 ..

INSTRUCTIONS

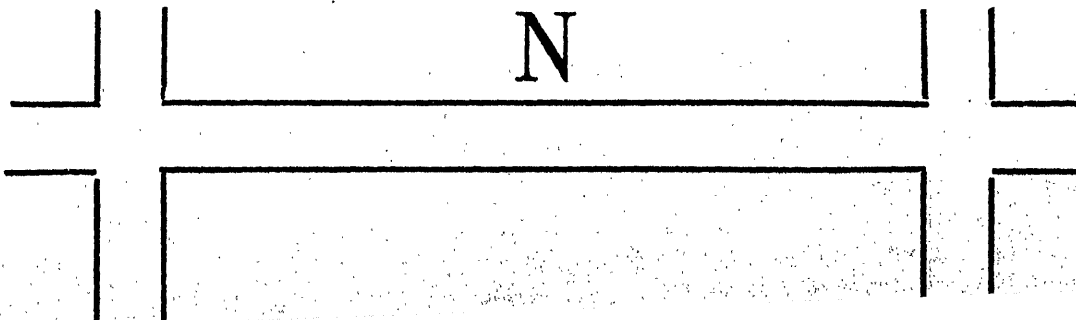
- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Michael A. Sigmund 620-78th STREET BROOKLYN, N.Y. 11209 ..
(Signature of Applicant) (Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Refer —

Planning Board.....

Highway.....

Sewer.....

Water.....

Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.. MAY - 31 - 1991

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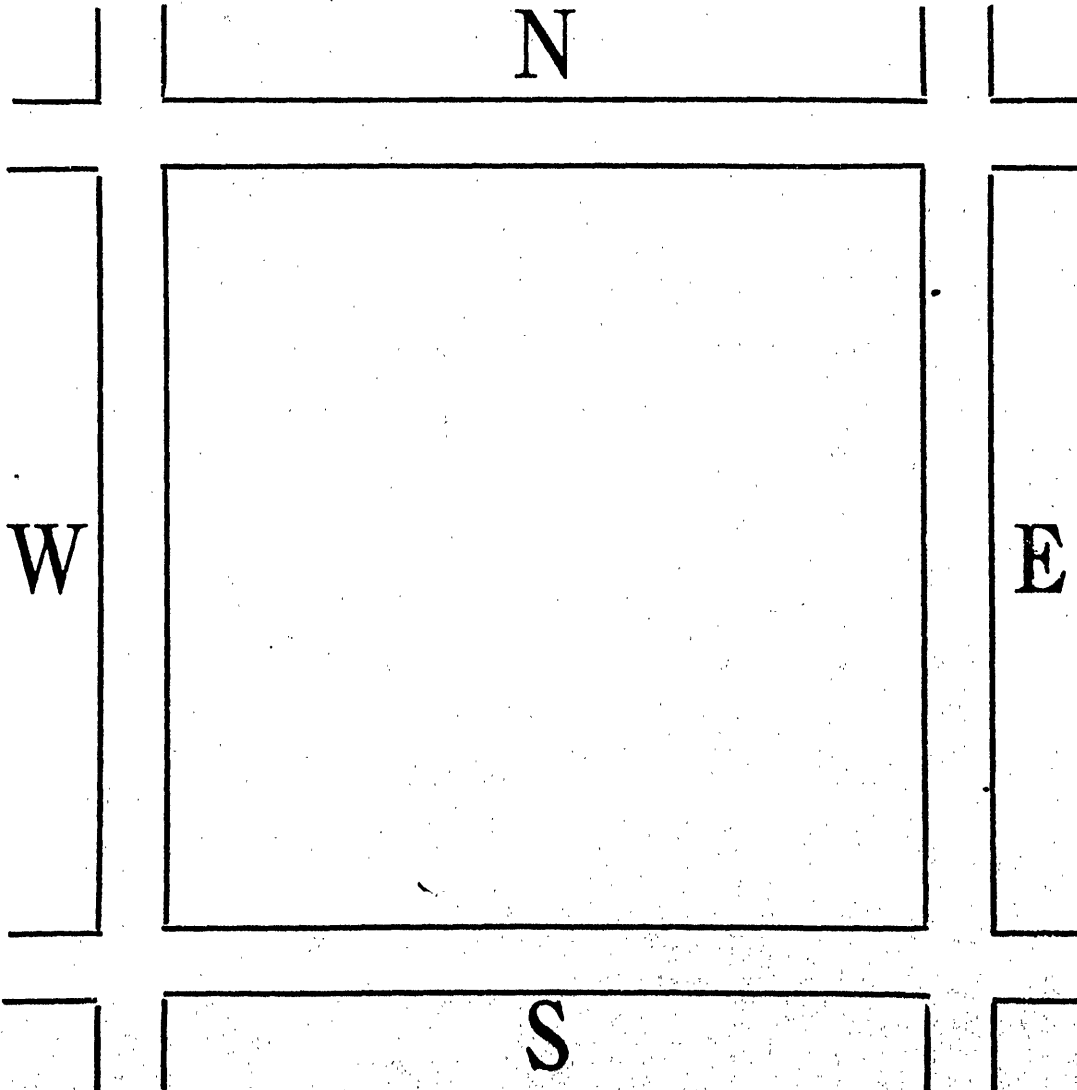
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Michael A. Magula 620-78th STREET BROOKLYN, N.Y. 11209
 (Signature of Applicant) (Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



LIBER 856

304

R/W #280 Toleman Road

Central Hudson Gas & Electric Corporation, (No No), SOUTH ROAD,
Poughkeepsie, New York

HIGHLAND ~~NY~~ TEL: 6 (No St, No No)

MONROE, N.Y.

Gentlemen:

In order to assist in the extension of electric and telephone service in the vicinity, the undersigned grants an easement to the Central Hudson Gas & Electric Corporation for an electric pole line and to HIGHLAND ~~NY~~ TEL. Co for a telephone pole line on ~~their~~ their land, including the highways through or next to it, located in the Town of NEW WINDSOR

CORANGE

County, New York.

This easement shall extend from the property line of ERIE R.R. Co on North in a SOUTHERLY direction to the property line of William and Julia Levitt on the South

in which location the Central Hudson Gas & Electric Corporation may construct, operate and maintain an electric line, and/or

HIGHLAND ~~NY~~ TEL. Co may construct, operate and maintain a telephone line, including the poles, wires, guys and other equipment required and may trim or remove trees, so as to provide a clearance of 20 feet from their wires. In the event both electric and telephone wires are placed across the said property, they shall be placed on the same poles.

The exact location of this easement and line is to be determined initially with due regard both to the requirements of the said corporations and the interest of the undersigned in retaining the use of the land for the purposes to which it is now devoted, insofar as possible, and the line will be afterwards removed if it materially interferes with any other use to which the land may be subsequently devoted provided that a new location reasonably suitable for the corporations' requirements is made available without cost to them.

The Central Hudson Gas & Electric Corporation and the HIGHLAND ~~NY~~ TEL. Co shall reimburse the undersigned for any damage to ~~their~~ their property caused solely by the said corporations in repairing the line to be located on this easement.

This right shall run to the successors or assigns of the Central Hudson Gas & Electric Corporation and the HIGHLAND ~~NY~~ TEL. Co and its provisions shall apply to and bind the heirs, legal representatives, successors, assigns and lessees of the said corporations and of the undersigned respectively.

Receipt of \$1.00 in payment for this grant is acknowledged by the undersigned.

Signed, sealed, and delivered

In the presence of

Residing at

Residing at

TOLEMAN ROAD (No Number)

MONROE

PROPERTY DESCRIPTION													
SECTION	BLOCK	LOT	TOWN OR VILLAGE	SPECIAL DISTRICT					ASSESSED VALUE				
				SCHOOL	FIRE	LIGHT	WATER	OTHER	LAND	IMPROV.	TOTAL		
56	01	02400	29 TOWN OF NEW WINDSOR	3	4				6000		6000		
OWNER NO.		LOCATION							DIMENSIONS		ACRES		
		34160WS TOLEMAN RD							232' X 407' X 12'		4.9		
OWNER ADDRESS											DEED RECORDED		
MEORE, GEORGE P & CATHERINE											DATE	BOOK	PAGE
WASHINGTONVILLE N Y											120538	805	195
Mc Donough, Mary P.													
5 Hillside Ave. Suffern N.Y. 10901												1711	122
Snape, Ann 14 Linda Drive, Suffern N.Y. 10901											3	1681	2189 648
Buhl Ted													
1 Cornwall Ave Cornwall on Hudson 12520											920832	2263	504
Garguilo, Michael, & Elaine													
620 78th Street, Brooklyn, N.Y. -10029 11209											090286	2567	45

327/82

189/84

AERO SERVICE
DIVISION OF LITTON INDUSTRIES

ORANGE COUNTY PROPERTY MAP and RECORDS SYSTEM

THIS INDENTURE, made this *fourth* day of *August*, A.D. 1937, between ERIE LAND AND IMPROVEMENT COMPANY, a corporation of the State of New Jersey, having its principal office in the Terminal Building at the foot of Pavonia Avenue, Jersey City, New Jersey, hereinafter called the Grantor, and GEORGE P. MEORE and CATHERINE MEORE, his wife, of Washingtonville, New York, hereinafter called the Grantees,

WITNESSETH: THAT

The said Grantor, in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration unto it well and truly paid by said Grantees at or before the sealing and delivery of this Indenture, receipt whereof is hereby acknowledged, does hereby grant and release unto said Grantees, their heirs and assigns, all that certain piece or parcel of land situated in the Town of New Windsor, Orange County, New York, and bounded and described as follows:

Beginning at the point where the southerly line of lands known as right of way of the Erie Railroad is intersected by the southeasterly line of lands of Erie Land and Improvement Company, said point being distant one hundred (100) feet southerly by rectangular measurement from the center line of said railroad at Mile Post 68.68, and running:

1. Thence South thirty-eight degrees four minutes West (S. 38° 04' W.) along said southeasterly line eight hundred fifty-one and seven eighths (851.7) feet to the most southerly corner of lands of said Erie Land and Improvement Company;

St-10 A
Clerk.

2. Thence North fifty-four degrees twenty-two minutes West (N. 54° 22' W.) along the said southwesterly line of lands of said Erie Land and Improvement Company, three hundred four (304) feet to a point;

3. Thence North fifty degrees thirty-six minutes West (N. 50° 36' W.) still along said southwesterly line, one hundred eighty-three and thirty-seven hundredths (183.37) feet, more or less, to a point distant one hundred seventy-one (171) feet southerly by rectangular measurement from said railroad center line;

4. Thence North seventy-one degrees eight minutes East (N. 71° 08' E.) parallel with said railroad center line, six hundred sixty and twenty-four hundredths (660.24) feet to a point;

5. Thence North eighteen degrees fifty-two minutes West (N. 18° 52' W.) seventy-one (71) feet to a point in said right of way line;

6. Thence North seventy-one degrees eight minutes East (N. 71° 08' E.) along said right of way line and parallel with said center line three hundred twelve and forty hundredths (312.40) feet, more or less, to the point or place of beginning, containing four and ninety-seven hundredths (4.97) acres, more or less, the location of which is shown within red lines on the blueprint map hereto attached and made a part hereof, entitled:

"ERIE RAILROAD
Eastern District New York Division
Graham Line
Proposed Exchange and Sale of Property
With George Moore at Miles Post
58.58

Office of Division Engineer
Scale: 1" = 200'
Vol. Sect. 5 N.Y.
Made by: S.G.D.
Rev. 6-19-37 A.R.
Traced by J.A.M.

Jersey City, N.J.
Date: 1-8-37
Sheet No. 7
Checked by: P.L.C.
SK 750

TOGETHER with the appurtenances and all the estate and rights of said Grantor in and to said premises and every part and parcel thereof:

TO HAVE AND TO HOLD the same unto said

Directors, the day and year first hereinbefore written.

Signed, sealed and acknowledged in the presence of:

ERIE LAND AND IMPROVEMENT
COMPANY

By

President.

Attest

Secretary.

STATE OF OHIO)
SS:
COUNTY OF CUYAHOGA)

On this 21st day of August, A.D. 1937,
before me personally came Charles E. Post, to me known,
who, being by me duly sworn, deposes and says that he re-
sides in Shaker Heights, Ohio that he is
President of Erie Land and Improvement Company, the corpora-
tion described in, and which executed the foregoing Inden-
ture; that he knows the seal of said corporation; that
the seal affixed to said Indenture is such corporate seal;
that it was so affixed by order of the Board of Directors
of said Corporation; and that he signed his name thereto by
like order.

IN TESTIMONY WHEREOF, I have hereunto set
my hand and official seal at Cleveland, Ohio, the day and
year last hereinbefore written.

Charles E. Post
CHARLES E. POST, Notary Public
Cuyahoga County, O.
My Commission Expires Sept. 11, 1937

State of Ohio }
County } ss.

I, John J. Busher, Clerk of the Court of Common Pleas, a Court of Record of Cuya-
hoga County, aforesaid,

Do hereby Certify that, before whom the annexed acknowledgment, oath, affidavit, was taken, was at the date
thereof a NOTARY PUBLIC, in and for said County, duly authorized by the
laws of Ohio to take the same, also to make acknowledgments, affidavits and proofs, of
deeds or conveyances for land, tenements or hereditaments situated and lying in said State
of Ohio, and further that I am well acquainted with his handwriting and believe his sig-
nature thereto is genuine, and that the annexed instrument is executed according to the
laws of the State of Ohio.

Commission expires

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court,

at Cleveland, Ohio, this 25th day of AUG - 1937 A.D.

No. K 7200

A true record entered December 5th, 1938 at 2-30 P.M.



**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

PD 33-15478

Standard N.Y.S.U. Form 9002-2-73 - Bargain and Sale Deed with Covenant against Grantor's Acts - Individual or Corporation (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 29th day of AUGUST, nineteen hundred and eighty-six
BETWEEN TED BURL, residing at 1 Cornwall Avenue, Cornwall on Hudson, New York,
12520,

party of the first part, and MICHAEL and ELAINE GARGUILO, ^{HIS WIFE} residing at 620 78th Street,
Brooklyn, New York 10029

party of the second part.

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of New Windsor, Orange County, New York, being more particularly described as follows:

BEGINNING at a point in the easterly line of Toleman Road, where said line is intersected by the southerly line of lands now or formerly of Erie Railroad, running thence the following courses:

1. Along said line, N 70° 31' 10" E, 285.72' to a point;
2. Along lands now or formerly of Roberts, S 36° 47' 45" W, 406.81' to a point in the easterly line of Toleman Road;
3. Along said line, N 2° 28' 40" W 86.63' to a point;
4. Still along said line, N 8° 40' 20" W 145.60' to the point or place of BEGINNING.

CONTAINING 31,585 square feet 0.73 Acres of land, more or less.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration in a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

Ted Burl
TED BURL

2567 45

STATE OF NEW YORK, COUNTY OF ORANGE

On the 29 day of 1986, before me personally came TED BUHL

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

[Signature]
NOTARY PUBLIC

ROBERT S. KLEIN
No. 4689775
Notary Public, State of New York
Qualified in Orange Co.
Commission Expires Nov. 30, 1987

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

**Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No.

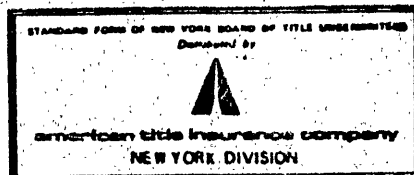
TED BUHL

TO

MICHAEL GARGUILO and ELAINE GARGUILO

SECTION
BLOCK
LOT
COUNTY OR TOWN

92 112
Handwritten signature



A Member of The Commercial Insurance Companies

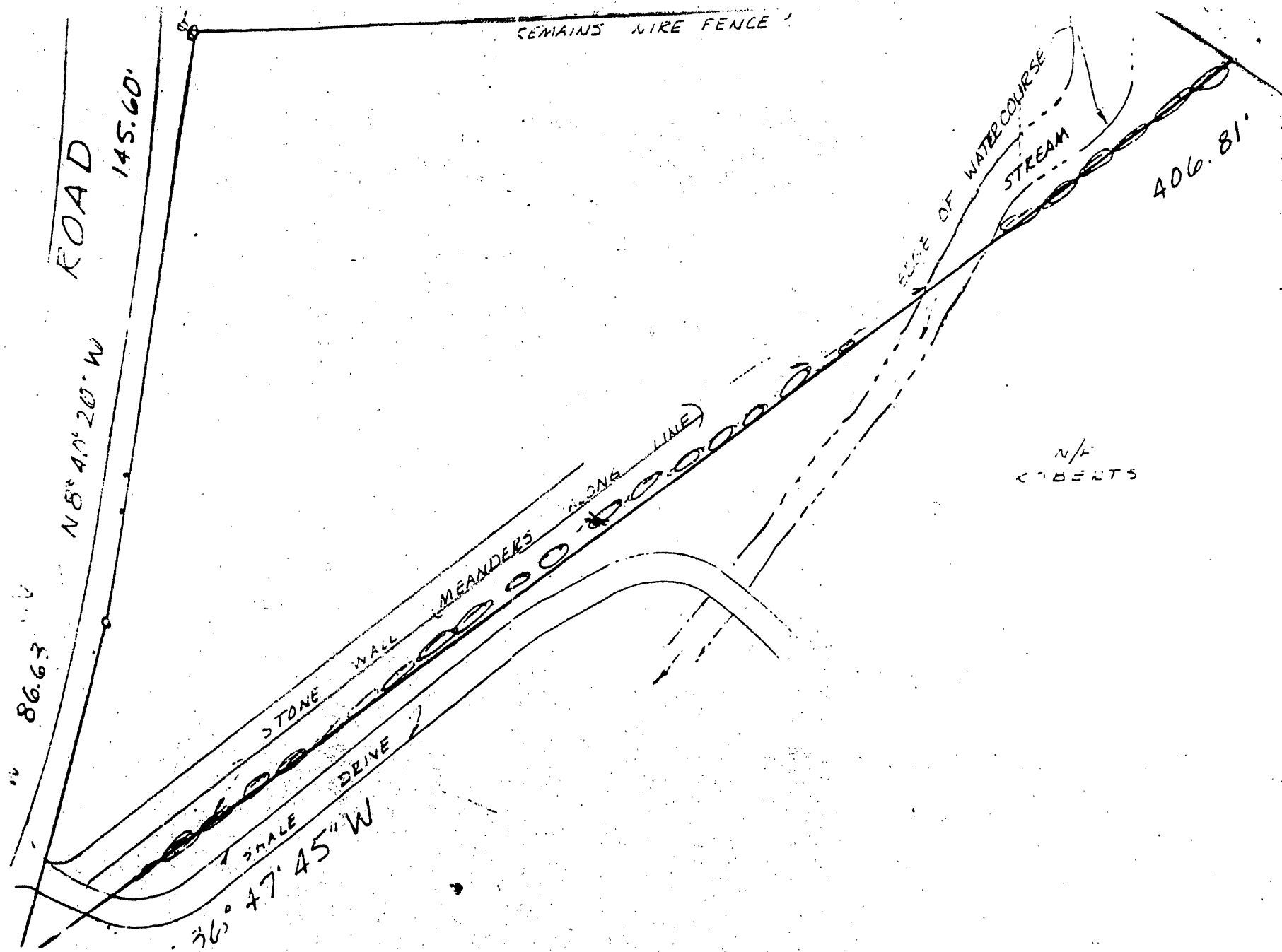
Recorded at Request of American Title Insurance Company
RETURN BY MAIL TO:

MR. MICHAEL GARGUILO
620 78TH STREET
BROOKLYN, N.Y.
11209

RECEIVED
REAL ESTATE
SEP 2 1986
TRANSFER TAX
ORANGE COUNTY
1011

Orange County Clerk's Office, N.Y.
Registered in the Office of the County Clerk
in Vol. 11209, p. 112
Filed in Vol. 11209, p. 112
and Examined
F. Murphy
11209

2567 pg 46



Made the twenty-fifth day of March
hundred and sixty-five

Between MALLINE SCHWARTZ, MARY A. DECKER, CATHERINE A. WUTCH,
~~JOHN MEORE, PAUL MEORE, GREGORY E. MEORE and PAULINE M. MEORE~~, all
residing at (no street, no number) Village of Washingtonville, Orange
County, New York; JOSEPHINE R. EMMIE residing at 6114 Canton Avenue,
Detroit, Michigan, ~~FRANK C. MEORE~~ residing at (no street, no number)
Sparkill, Rockland County, New York, and THERESA BOMBELLI residing at
(no street, no number) Nanuet, Rockland County, New York,

parties of the first part, and

MARY P. McDONOUGH, residing at 5 Hillside Avenue,
Suffern, Rockland County, New York,

part y of the second part:

Witnesseth, that the parties' of the first part, in consideration of
TEN and 00/100 (\$10.00) -----Dollars,
lawful money of the United States, and other good and valuable consideration
paid by the part y of the second part,
do hereby grant and release unto the part y of the second part,
her heirs and assigns forever,

All That certain lot, piece or parcel of land situate in the
Town of New Windsor, County of Orange, State of New York, and more
accurately bounded and described as follows:

0.71 Acre Parcel

Beginning at the intersection of the southerly line of the Erie Rail-
road with the easterly line of Toleman Road; thence from said point of
beginning and along the line of the Erie Railroad property line, North
70°-31'-10" East 285.72' to a point, said point being in the line of
lands now or formerly of Andrew G. Roberts; thence along the stone
wall marking the line of lands of Andrew G. Roberts, South 37°-27'-10"
West 406.61' to a point in the easterly line of Toleman Road; thence
along the easterly line of Toleman Road, said line being approximately
25' as measured at right angles from the centerline of said road, on
the next two courses; North 00°-00'-50" West 83.76' to an angle point;
and North 8°-40'-20" West 145.60' to the point of beginning. Containing
0.71+ Acres

Also 14.74 Acre Parcel:

Beginning at the intersection of the southerly line of lands of the
Erie Railroad, with the westerly line of Toleman Road; thence from
said point of beginning and along the westerly and northwesterly line
of Toleman Road, as marked in part by a fence and in part by a wall,
and following approximately 25' from said centerline, on the next five
courses; south 1°-27'-50" East 143.18' to a tree with wire on it;
thence South 31°-04' West 147.06' to the end of the fence; thence
along the fence South 20°-20' West 200.11'

Made the twenty-fifth
hundred and sixty-five

day of

March

, nineteen

Between MALLINE SCHWARTZ, MARY A. DECKER, CATHERINE A. WUTCH,
~~JOHN MEORE, PAUL MEORE, GREGORY E. MEORE~~ and PAULINE M. MEORE, all
residing at (no street, no number) Village of Washingtonville, Orange
County, New York; JOSEPHINE R. EMMIE residing at 6114 Canton Avenue,
Detroit, Michigan, ~~FRANK O. MEORE~~ residing at (no street, no number)
Sparkill, Rockland County, New York, and THERESA BOMBELLI residing at
(no street, no number) Nanuet, Rockland County, New York,

parties of the first part, and

MARY P. McDONOUGH, residing at 5 Hillside Avenue,
Suffern, Rockland County, New York,

part y of the second part:

Witnesseth, that the parties' of the first part, in consideration of
TEN and 00/100 (\$10.00) -----Dollars,
lawful money of the United States, and other good and valuable consideration
paid by the part y of the second part,
do hereby grant and release unto the part y of the second part,
her heirs and assigns forever,

all That certain lot, piece or parcel of land situate in the
Town of New Windsor, County of Orange, State of New York, and more
accurately bounded and described as follows:

0.71 Acre Parcel

Beginning at the intersection of the southerly line of the Erie Rail-
road with the easterly line of Toleman Road; thence from said point of
beginning and along the line of the Erie Railroad property line, North
70°-31'-10" East 285.72' to a point, said point being in the line of
lands now or formerly of Andrew G. Roberts; thence along the stone
wall marking the line of lands of Andrew G. Roberts, South 37°-27'-10"
West 406.61' to a point in the easterly line of Toleman Road; thence
along the easterly line of Toleman Road, said line being approximately
25' as measured at right angles from the centerline of said road, on
the next two courses; North 00°-00'-50" West 83.76' to an angle point;
and North 8°-40'-20" West 145.60' to the point of beginning. Containing
0.71± Acres

Also 14.74 Acre Parcel:

Beginning at the intersection of the southerly line of lands of the
Erie Railroad, with the westerly line of Toleman Road; thence from
said point of beginning and along the westerly and northwesterly line
of Toleman Road, as marked in part by a fence and in part by a wall,
and following approximately 25' from said centerline, on the next five
courses; South 1°-27'-50" East 163.18' to a tree with wire on it;
thence South 31°-04' West 147.06' to the end of the fence; thence
along the fence, South 39°-20' West 200.11' to an angle point; thence
still along a fence, South 34°-24'-40" West 70.45' to a point; thence
following a fence in part, and near a stone wall, South 37°-51' West
662.62' to a pipe in the northwest line of said Toleman Road, said
pipe marking the southeast corner of lands of Frank Meore; thence along
the line between lands of Frank Meore on the southwest and the herein
described parcel on the northeast, following a line marked with iron
pipes and iron fence posts driven into the ground, North 52°-25'-30 "
East 991.93' to a point in the southerly line of lands of the Erie
Railroad; thence along the southerly line of lands of the Erie Rail-
road, North 70°-31'-10" East 529.88' to an angle point in the taking
line of said Erie Railroad; thence South 19°-28'-50" East 81.0' to
a point; thence on a line parallel to the centerline of the railroad,
North 60°-31'-10" East 959.50' to the point of beginning. Containing
14.74± Acres.

CENTER OF TRACKS (ACTIVE LINE)

N/E
ERIE RAILROAD

N 70° 31' 10" E

285.72'

REMAINS WIRE FENCE

406.81'

AREA
1/2 5185 ± AC.
0.73 ± ACRES

(VACANT AT TIME OF SURVEY)

EDGE OF INTERURSP
STREAM

ALONG (LINE)

STONE WALL (MEANDERS)

SHALE DRIVE

S 36° 47' 45" W

ROAD

N 8° 40' 20" W

TOLEMAN

N 2° 28' 40" W 86.63'

EDGE OF FAULT
TO WASHINGTONVILLE

GENERAL NOTES

1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209 (2) of the New York State Education Law.
2. Only copies from the original of this survey, marked with an original of land surveyor's inked seal, shall be considered to be valid true copies.
3. Certification shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon and is not transferable to additional institutions or subsequent owners.

SPECIAL NOTES

1. Surveyed in accordance with deeds of record and physical monumentation found at time of the survey.
2. No certification is made for items not visible at ground surface at time of the survey.
3. This survey was prepared prior to the receipt of a Title Report or Abstract of Title, and is therefore subject to easements and other grants not visible, if any.

CERTIFICATION

I hereby certify to Michael Garguilo, Elaine Garguilo and American Title Insurance Company that this plan resulted from an actual field survey of the indicated premises completed on 15 May 1984 and a re-inspection of 11 August 1986 performed in accordance with the Code of Practice adopted by the N.Y.S. Association of Professional Land Surveyors Inc., and is to the best of my knowledge and belief, correct.



EAG ELIAS D. GREVAS, L.S. LAND SURVEYOR 33 QUASSACK AVENUE NEW WINNERS, NEW YORK 12550		SURVEY FOR MICHAEL GARGUILO & ELAINE GARGUILO	
REVISIONS: DATE DESCRIPTION		TOWN OF NEW WINNERS ORANGE COUNTY NEW YORK	
		Drawn: <i>AG</i>	
		Checked: <i>AG</i>	
		Scale: 1" = 30'	
		Date: 12 AUG 1986	
		Job No. 86-219	
BOUNDARY SURVEY			